In the Circuit Court

of the State of Oregon

for the County of Jackson

NAOMI VAN GROOS, Plaintiff, vs. DISTRICT SCHOOL BOARD for School District No. 91 in Jackson County, Oregon, comprising the following duly elected, qualified and acting members, namely, G. G. Courtright, Chairman, Merle Brainard, W. Richmond, and E. A. Hildreth, Clerk of said Board, Defendants.	Action at Law S U M M O N S

To District School Board for School District No. 91 in Jackson County, Oregon, comprising the following duly elected, qualified and acting members, namely, G. G. Courtright, Chairman, Merle Brainard, W. Richmond, and E. A. Hildreth, Clerk of said Board, the above named defendants:-

IN THE NAME OF THE STATE OF OREGON: You, and each of you, are hereby required to appear in the above entitled court and cause and answer the complaint of the plaintiff on file therein against you within ten days from the date of the service of this summons upbn you, if such service is made within Jackson County, Oregon, and within twenty days from the date of the service of this summons upon you, if such service is made within any other county of the State of Oregon; and you will hereby take notice that if you fail to so appear and answer, for want thereof, plaintiff will pray to the court for the following relief against you and as prayed for in plaintiff's complaint, a succinct statement of which is as follows:-

That plaintiff recover judgment off and from the above named defendants in the full sum of Two Thousand ($2000.00)

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Dollars, and for her costs and disbursements herein to be taxed.

G. M. ROBERTS
Attorney for Plaintiff

Address: 201-3 Medford National Bank Bldg.,
Medford, Oregon.

State of Oregon } ss
County of Jackson }

I hereby certify that the foregoing copy of Summons is a true copy of the whole of said original now on file in this office.

Joseph G. Emmens
Sheriff of Jackson County, Oregon
By Olga E Anderson

certificate issued by the proper authorities of the State of Oregon authorizing, empowering and entitling her to teach in the high schools of the State of Oregon, and through and by which she was particularly entitled to teach in the high school of School District No. 91 in Jackson County, Oregon.

III.

That on December 28th, 1929, at a regular meeting of the School Board of said School District No. 91, in said Jackson County, Oregon, which was duly, regularly and legally held in the Town of Butte Falls, Jackson County, Oregon, and which is within said School District, at which said regular meeting there were then and there present Mrs. Simerville, a member of said Board, and Mr. W. T. Roberts, Chairman of said Board, both of whom were then and there duly, regularly and legally elected, qualified, constituted and acting members of said Board and which said two members constituted a majority of said Board, said Board as so constituted for and in behalf of said School District No. 91 duly and regularly entered into a contract with said plaintiff, wherein and whereby said Board and said District employed and hired the plaintiff as a teacher to teach in the Butte Falls High School, located in said District No. 91, for the year 1930-1931, which was to begin in September, 1930, at and for a salary of $2000.00 per year, a copy of which said contract as so entered into between said School District No. 91 and said plaintiff as aforesaid being hereunto attached, made a part hereof and marked Exhibit "A".

IV.

That at the time said contract of employment was so entered into as aforesaid between said School District and the plaintiff, the plaintiff was then and there engaged in teaching in said high school at Butte Falls, Jackson County, Oregon, under a former contract of employment as so entered into between herself

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and said School District No. 91.

V.

That thereafter, and on or about May 5th, 1930, such other, further and different proceedings were attempted to be had by the School Board as then comprised and constituted with W. T. Roberts, Mrs. Julia Doubleday and defendant, G. G. Courtright, as members of said Board, that a majority of said Board as so constituted, namely, Mrs. Julia Doubleday, and defendant, G. G. Courtright, passed, made and entered a resolution wherein and whereby they attempted to declare said contract which had been entered into between said District and the plaintiff, as set out in Exhibit "A" hereof, invalid and illegal, and further resolved that divers and sundry teachers who had such said contracts, and particularly including the plaintiff, be discharged, and further resolving and providing that said Board at the termination of said school year employ various new teachers in place of the teachers who had such said contracts as aforesaid, and particularly that of the plaintiff.

VI.

That thereafter, and on or about May 20th, 1930, in an attempted compliance with the law in such cases made and provided, and particularly the provisions of Section 55-1120, Oregon Code Annotated, 1930, and the regulations and procedure authorized and adopted by the Oregon State Board of Education, a majority of said Board as then constituted filed certain charges against said teachers as alleged causes for their said dismissal, and particularly as alleged causes for the dismissal of the plaintiff, and thereafter based upon such said charges as so filed by said Board and in an attempted compliance with said Section 55-1120, Oregon Code Annotated, 1930, and the regulations and procedure adopted by the State Board of Education of the State of Oregon in conformity therewith, a hearing was held by said School Board, at which said hearing said teachers

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against whom said charges were filed were represented by counsel, and a majority of said Board of said School District No. 91 as then constituted, wrongfully, illegally, unjustifiedly and unlawfully made, rendered and entered a resolution and order sustaining said charges as so filed by it, and wrongfully, unlawfully, unjustifiedly and illegally ordered the dismissal and discharge of said teachers, and particularly this said plaintiff.

VII.

That each, every and all of said charges and proceedings were without any just cause or reason, and said attempted dismissal and discharge of said teachers, and particularly of this said plaintiff, was not for a good cause and was illegal, unlawful and unjustified in all things.

VIII.

That thereafter, in compliance and in conformity to the provisions of said Section 35-1120, Oregon Code Annotated, 1930, and the regulations and procedure as lawfully adopted by said State Board of Education of the State of Oregon relative to said particular matters, the plaintiff and said other teachers within ten days after the date of the entry of such said order as aforesaid, and within the time allowed by law and such regulations, duly and regularly appealed from such said order of discharge and dismissal to the County School Superintendent of Jackson County, Oregon, and that thereafter, based upon such appeal as so made, filed and entered, said County School Superintendent under date of on or about July 25th, 1930, conducted a hearing upon such said appeal and reviewed the charges which had been made by said School Board, said order and resolution of discharge and dismissal as so attempted to be made, and the testimony as so adduced at such said hearing as so conducted before said School Board as aforesaid, at which said hearing upon such said appeal the said teachers, and particularly the plaintiff, were represented by counsel, and said

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School Board was likewise represented by counsel, and said County School Superintendent having jurisdiction of both the parties and the subject matter of said appeal and said proceeding, and in the manner provided by law and particularly Section 35-1120, Oregon Code Annotated, 1930, and the regulations and procedure lawfully and legally authorized by said State Board of Education of said State of Oregon, thereafter and on or about August 15th, 1930, duly and regularly made, rendered and entered her findings and order upon such said appeal, wherein and whereby she declared, found and ordered that such said charges as so filed by said School Board and such said dismissal and attempted discharge as so ordered and made by said School Board were not sustained, and that the judgment of dismissal and discharge was not affirmed, but was reversed in all things, and the plaintiff, and said other appealing teachers, were duly and regularly reinstated as teachers in School District No. 91 under said contracts of employment as hereinabove referred to.

IX.

That no appeal of any kind has been taken by said School District No. 91 from such said order of reversal and reinstatement of said teachers as so duly made, rendered and entered by said County School Superintendent as aforesaid, and said order as so reversing said charges and dismissal of said teachers and reinstating them under their said contracts of employment, and particularly reinstating the plaintiff under said contract of employment, is still in full force and effect, without any modification and/or reversal thereof.

X.

That the term of school for the year 1930-1931 started and commenced in said School District No. 91 at Butte Falls, Oregon, on September 2nd, 1930, and on such said day the plaintiff, in company with said other teachers who held contracts with said School

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District No. 91 as aforesaid and whose right of employment and right to teach in said school had been legally determined by said County School Superintendent as aforesaid and whose said order of reinstatement was still in full force and effect as aforesaid, all of whom being at said time ready, willing and able to carry out the terms of their said contracts of employment as aforesaid, presented herself and themselves at said school house and said school for the purpose of performing her and their said duties as said teacher and teachers as aforesaid, but that said defendants, Courtright, Richmond and Brainard, as said Board of Directors of said School District for and on behalf of said School District No. 91 unlawfully, illegally and wrongfully refused to permit and in truth and in fact did then and there prohibit, inhibit, restrain and prevent the said plaintiff and said divers other teachers from performing her and their respective duties as such said teacher and teachers, respectively, and unlawfully, illegally and wrongfully refused to permit, and in truth and in fact did then and there forbid, prohibit, inhibit, restrain and prevent the plaintiff and said divers other teachers, respectively, from proceeding with their said work under said contracts of employment as aforesaid, and for which they had been then and there employed and in which said employment they were at all times ready, willing and able to perform, and would not let the plaintiff and said other teachers continue in such said employment under such said contracts as aforesaid, nor remain or be in such said high school and grade school as such said teacher and/or teachers as aforesaid.

XI.

That at all times since the opening, commencement and beginning of said school as aforesaid, the plaintiff has been ready, able, willing and desirous of performing her said duties as such said teacher for which she was employed as aforesaid, and in

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conformity with the order as so made by said County School Superintendent on such said appeal as so reinstating her as aforesaid, but that said defendants in open and flagrant violation of said contract of employment and said order as so made upon such said appeal as aforesaid by said County School Superintendent, have wholly failed, neglected and refused, and still fail, neglect and refuse to permit her to so perform and to act as such said teacher in such said school, and although they have been repeatedly requested and importuned to pay the monthly installment due upon said contract to said plaintiff under date of on or about September 26th, 1930, and said monthly installments due each month thereafter, said defendants have wrongfully, illegally and unlawfully wholly failed, neglected and refused to pay the said plaintiff said monthly installments of her said salary and wages or any sums and/or amounts whatsoever.

XII.

That said defendants since said order was duly and regularly made, rendered and entered by said County School Superintendent on such said appeal as aforesaid, have attempted to employ another teacher and/or teachers in place of the plaintiff and have placed said teacher and/or teachers in charge of said school room and grades which the said plaintiff was hired and employed to teach, and have refused to permit, and in truth and in fact have unlawfully, wrongfully and illegally forbade, inhibited, restrained, prohibited and prevented said plaintiff from teaching said grades and/or said school and/or performing any of her duties and/or work and labor which she was at all times and still is ready, able, willing, desirous and anxious to perform as aforesaid.

XIII.

That said plaintiff has repeatedly and continually requested and asked said defendants to permit her to continue her said employment as aforesaid and to teach as herein set out, and to

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pay said salary as and when due, but that said defendants have wrongfully, illegally and unlawfully wholly failed, neglected and refused to comply with said request and demand, and to permit said plaintiff to act in the course of her said employment as aforesaid and to make said payments as provided by law and said contract.

XIV.

That there is now due, owing and unpaid unto the plaintiff at this said time by reason of such said contract of employment as aforesaid, and the plaintiff has been damaged by reason of the breach thereof by said defendants as aforesaid, in the full sum of Two Thousand ($2000.00) Dollars, no part of which has ever been paid, but the whole amount of which is now due, owing and unpaid from said defendants to the plaintiff.

WHEREFORE plaintiff prays that she recover judgment off and from the above named defendants in the full sum of Two Thousand ($2000.00) Dollars, and for her costs and disbursements herein to be taxed.

G. M. ROBERTS
Attorney for Plaintiff

G. M. ROBERTS
ATTORNEY
MEDFORD NATIONAL BANK BLDG.
MEDFORD, OREGON

Exhibit "A"

(DUPLICATE) This contract must be signed by the chairman of the board and the district clerk, or by a majority of the directors, as may be authorized by the board, and should be sent at once to the County Superintendent for registration.

Form 32. TEACHER'S CONTRACT District No. 91

It is hereby agreed between the directors of School District No. 91, of Jackson County, State of Oregon, as shown by the records of a legal board meeting held December 28th, 1929, and Naomi Van Groos, who holds a valid certificate to teach in the High School (Grades or High School) of Oregon, described as follows: A Five year (One-Year, Five-Year, Life, etc.) certificate based on graduation Pacific University (Examination and Date, or Graduation and School), and dated March 22nd, 1926 (Give Date of Certificate Here): that the said teacher is to teach in the High School and be principal of the High School (Grades or High School) of the above district for a period of Nine months, for the sum of Two Thousand Dollars per year, commencing on the _____ day of September, 1930, and for such services lawfully and properly rendered, the directors of said district are to pay the said teacher the amount that may be due according to this contract on the last day of each school month, upon proof that the said teacher has made the proper reports required by law. It is further agreed that the teacher named herein will read, under the supervision of the University of Oregon or the Oregon Agricultural College, one of the books prescribed by the Superintendent of Public Instruction in the State Reading Circle Course for the previous year, and will furnish the county superintendent with a statement from one of the above-named institutions showing that the reading has been properly done, before presenting this contract to the county superintendent for registration. It is further agreed that the teacher named in this contract will subscribe to the following: "I solemnly swear, or affirm, that I will support the constitution of the State of Oregon and the laws enacted thereunder, and that I will teach, by precept and example, respect for the flags of the United States and of the State of Oregon; reverence for law and order and undivided allegiance to the government of our country, the United States of America."

Dated this 30th day of December, 1929.

Naomi Van Groos
Teacher
Butte Falls, Oregon
Address

Wm. T. Roberts
Chairman
E. A. Hildreth
Clerk
Mrs. E. A. Simerville

(Reverse of Contract)

REGISTRATION

Registered in the office of the School Superintendent of Jackson County, this 28th day of August, 1930.

Susanne H. Carter
County School Superintendent

NOTE-before registering a contract the county superintendent should see that it has been properly made out, and that the portion relating to the reading circle work has been complied with. This copy of the contract should be returned to the teacher as soon as it has been registered.

"A"

STATE OF OREGON,
County of Jackson, } ss.

I, Naomi Van Groos, being first duly sworn,

depose and say that I am the Plaintiff

in the above entitled Action; and that the foregoing Complaint

is true, as I verily believe. Naomi Van Groos

[Seal] Subscribed and sworn to before me this 11th day of March 1931.

Octavia B. Waddell
Notary Public for the State of Oregon.
My commission expires Dec. 20th, 1933.

STATE OF OREGON,
County of Jackson, } ss.

I, G. M. Roberts

Plaintiff's Attorney, do hereby certify that I have

prepared the foregoing copy of Summons and Complaint and have

carefully compared the same with the original thereof; that it is a correct transcript there-

from and of the whole thereof.

Dated the 11th day of March 1931.

G. M. Roberts
Attorney for Plaintiff
~~Defendant~~

STATE OF OREGON,
County of } ss.

Due service of the within is hereby accepted in

County, Oregon, this day of 193

by receiving a copy thereof, duly certified to as such by

Attorney for Plaintiff
Defendant

Attorney for

NO.....

In the Circuit Court

OF THE STATE OF OREGON
FOR THE COUNTY OF JACKSON

Naomi Van Groos

Plaintiff,

vs.

Dist. School Board for School Dist. No. 91

Defendant.

SUMMONS & COMPLAINT

Filed.....193.....

Clerk,

By.....

Deputy.

G. M. ROBERTS
ADDRESS
Medford National Bank Building
MEDFORD, OREGON

Attorney for...Plaintiff.....

KILHAM STATIONERY & PRINTING CO., PORTLAND, ORE. 131688